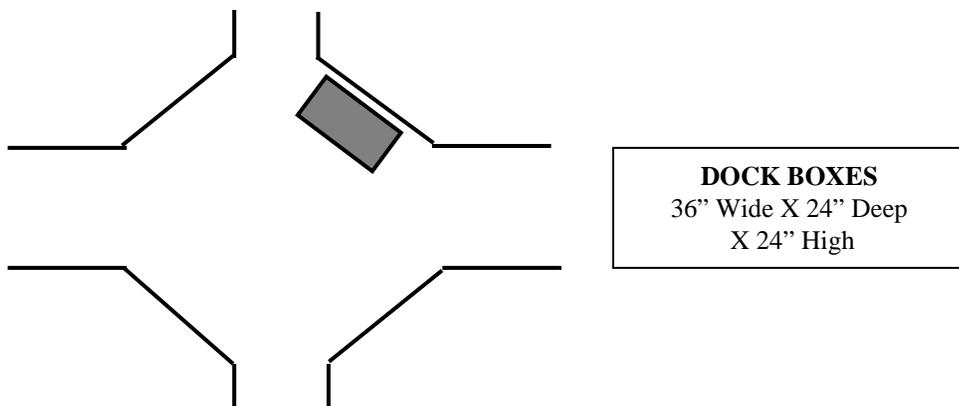


ALAMEDA MARINA

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Section I: Harbor Rules and Regulations

- 1) Berthing or Storage privileges shall not take effect until the Owner, Charterer or Custodian of the subject vessel has signed the Anchorage Storage Rental Agreement, has paid the Security Deposit, and the first month's rent. Vessels, boat trailers and stored vehicles must be currently registered and operational, and registration and required insurance must be kept current or fines may be levied on the tenant's account.
- 2) Mooring and storage privileges are not transferable without the consent of Alameda Marina and apply only to the Tenant and to the particular boat described in the Anchorage and Storage Rental Agreement. Boats cannot be sold with the berth unless prior permission has been obtained from Alameda Marina. Tenant is responsible for rental and payment of berth fees until such time as the new Owner has completed and signed a Rental Agreement or proper notice has been given and the boat removed from the Marina. Berths may not be sublet without the authorization of Alameda Marina and all subletting will be done through the Harbormaster's Office.
- 3) Neither Tenant, nor Tenant's agents, employees or guests shall use the vessel for the establishment of a permanent or temporary residence without authorization from Alameda Marina. Permanent or temporary residence is considered to be any overnight stays in excess of three (3) nights in a seven (7) day period and is strictly enforced. Minimum length for any new authorized liveaboard vessel is 36 feet and prior permission must be obtained from Alameda Marina. In no event are overnight stays allowed on boats in dry storage. There is a separate document describing the rules for liveaboards.
- 4) Tenant must tie their boat securely in the berth assigned or, if trailer borne, secure boat, trailer, and covers against wind damage. Sailboat masts must be stepped if the length exceeds the space. Boat trailers must be in movable condition with tires fully inflated. Any boat and/or trailer that is deemed by Alameda Marina to be unseaworthy, dilapidated, or in a badly deteriorated condition may result in immediate termination of the Anchorage and Storage Rental Agreement, Wharfage Agreement, or Parking Space License Agreement, henceforward referenced as the tenant's contract.
- 5) Swimming, fishing and/or fish cleaning is not permitted within the limits of Alameda Marina. Bait traps of any nature shall not be placed within the Marina. Drones and/or radio controlled aircraft, watercraft, or land vehicles, whether of hobby nature or otherwise, are not permitted on, around, or above the Alameda Marina property and boat slips. Paddleboards, kayaks, and other human-powered watercraft are not permitted to be operated in the fairways and slips of Alameda Marina.
- 6) Alameda Marina provides a harassment free workplace for its full and part-time employees, contract employees, and vendors. Any tenant who is perceived to create a hostile work environment by use of abusive language or violent or dangerous behavior will be subject to immediate termination of their Anchorage and Storage contract or their Parking Space License Agreement. Any tenant whose contract is so terminated must vacate immediately upon receipt of written or verbal notice by the harbormaster.
- 7) Berths must be kept neat and clean. Storage of loose gear (extension cords, barbecues, boat cleaning gear, spare masts or booms, etc.) on the floats or in dry storage spaces is not permitted. Dinghies and bicycles cannot be stored on docks or fingers and are to be secured on Owner's boat only. Bicycles or motorbikes may not be ridden on the docks. Barbecues may not be used or stored on the docks at any time. Hoses may be kept on the dock if stored to prevent a tripping hazard. Alameda Marina will remove any materials or equipment left on docks or in dry storage spaces and assumes no responsibility for same. Alterations to floats, docks, gangways, electrical systems, plumbing systems or storage stalls, including painting or installation of carpet, is not permitted. Hydro-hoists may not be installed. Unattended open containers of paints and other maintenance supplies on docks are prohibited.
- 8) Three wire extension cords must be used to obtain shore power and only one cord is allowed per berth. Cords should be secured to prevent them from laying in the water. Alameda Marina will not be responsible for damage, accidents, or mishaps of any character resulting from the use of shore power or electrolysis. Under no circumstances are the power boxes to be tampered with or electrical systems modified. Phone lines may be installed if done in a neat, professional manner, however, all expenses for same shall be paid by Tenant.
- 9) One dock box per berth of a size not to exceed 36" Wide X 24" Deep X 24" High may be placed on the dock as shown. Boxes must be secured, painted and kept in good repair. Alameda Marina will remove any materials or equipment left on docks including deteriorating dock boxes. Dock boxes and their contents must be removed when vacating or all deposits will be withheld.



- 10) Boat hoists are for the use of Dry Storage Tenants only and only for sailboats that are on contract with the Harbormaster's Office. Hoists shall not be used for repairs, stepping or removing masts, bottom cleaning or painting or pulling engines. The hoists will be locked from 8:00 PM until 6:00 AM. Persons using hoists shall do so at their own risk. Alameda Marina, its agents, and

employees will not be responsible for instruction on the operation of the hoists. Alameda Marina assumes no responsibility for the condition of said hoists or associated equipment. Dry storage tenants must return their trailer to its assigned stall after launching.

- 11) The boat rinsing areas are available for boat rinsing and motor flushing for boats on contract with the Harbormaster's office only. Nozzles should be used to conserve water use. The boat rinsing areas are not to be used for rinsing or washing automobiles or RVs. Pressure washers may not be used in the boat rinse areas or in the dry storage parking lots. Boats and trailers may not be left unattended in the boat rinse areas at any time.
- 12) There are no electrical facilities provided for dry storage tenants.
- 13) Dry storage tenants may use the guest dock (Pier 5) overnight for the boat on contract only without prior permission from the Harbormaster's office. Guest dock use is available on a first come-first served basis at a rate of \$5.00 per night. Charges for same will be added on the following month's bill. In no event shall boats be left unattended beneath the hoists or at the Pier beneath the 3-Ton hoist in the east yard at any time. Additional guest berthing may be obtained through the Harbormaster's office as available and will be charged at the prevailing rate, however, no berths other than the guest dock should be used without prior permission.
- 14) Debris boxes are for Marina generated refuse only and are not to be used for trash and debris from outside Alameda Marina. In no event are oils, gas, or other hazardous materials to be disposed of in the boxes. Dumping of oil or other hazardous materials is prohibited. Dumping debris or trash generated from outside Alameda Marina or dumping of any hazardous material will result in termination of the tenant's contract.
- 15) Dumping of porta-potties and holding tanks in the restrooms is prohibited.
- 16) Owner shall not permit sandblasting, power sanding, burning or spray painting to be accomplished above decks or topside while in the vessel space. Minor work will be permitted if the Owner takes necessary steps to protect the environment, Alameda Marina, and other vessels from damage due to such work. No bottom cleaning or painting may be done on hoists, in the wash area, or in dry storage spaces. Any painting or scraping activity that would discharge toxic residue into the Marina waters or parking lot is strictly prohibited.
- 17) Vehicles are not to be left overnight in Alameda Marina unless Tenant is using boat. If Tenant is going on a cruise for more than three (3) days, Tenant is required to obtain permission from the Harbor Office and park in an area designated by them. Tenants' guests and/or crewmembers may not leave vehicles in the Marina overnight unless prior arrangements have been made with the Harbor Office and a parking fee will be assessed at a rate of \$100.00 per day. Unidentified vehicles left in the Alameda Marina parking lots will be tagged and towed. The parking lot is not to be used for automobile, truck, motorcycle, or trailer repair. All cars are to be parked in marked stalls except when loading or unloading. Fire lanes and areas marked "No Parking" must be kept clear at all times. For your own protection and safety, the motor vehicle speed limit within the Marina is 10 M.P.H.
- 18) There will be no substitution of stored vessel made without prior notification to Harbormaster's Office. Tenant is responsible for providing Alameda Marina with information pertaining to the purchase of a new boat and/or trailer, changes in registration or documentation numbers, boat name, I.D. numbers and license numbers. Tenant must also provide Alameda Marina with current addresses and telephone numbers. Any new license numbers for vehicles used in the Marina by Tenant must also be provided. In no event shall boats and/or boat trailers, RVs, or vehicles which are not on contract or for which information has not been provided to the Harbormaster's office be parked or stored in Alameda Marina without prior authorization.
- 19) Neither Owner, nor Owner's agents, employees, or guests shall undertake any commercial activity in Alameda Marina or on board the vessel, without prior express written permission from the Harbormaster. Violation of this rule will result in immediate termination of the tenant's contract.
- 20) Owner shall not allow any stored vessel or vehicle to leak oil or any other liquid substance onto asphalt. All boaters are required to maintain oil absorbing material in their bilges. Violation of this rule will result in immediate termination of the tenant's contract.
- 21) The marina gates are locked nightly. Stanford Street (Gate 5) and Chestnut Street (Gate 6) are closed at 5:00 PM. Schiller Street (Gate 7) is closed at 9:00 PM. Gate 4 (Stanford Street) and Alameda Marina Drive (Gate 9) are always closed. Between 7:00 AM and 9:00 PM it may be opened with a key card or clicker. Gate 9 may be accessed by key card from closing until 9:00 PM. Gates are reopened at 6:00 AM.
- 22) All Marina tenants and guests, including dry storage parking tenants, building tenants, and wet berth tenants must be prepared to show identification and cooperate with the Security Patrol and/or Alameda Marina employees. Failure on the part of Alameda Marina tenants or their guests to show identification, sign the entry list if asked, park where indicated, observe speed limits, and other reasonable requests will result in immediate termination of the tenant's contract.
- 23) Gate and restroom entrance cards may be purchased from the Harbormasters Office and are for the use of tenants and guests only. A refundable deposit of \$25.00 may be required for temporary use. Alterations of any type to cards is not permitted, i.e. hole punching, writing on or cutting the card. DO NOT WRITE "ALAMEDA MARINA" on the card. Temporary cards must be returned in the same condition as issued. Purchased cards are the property of the tenant, but will be deactivated when tenant vacates. Any cards that are lost or stolen are to be reported immediately to the Harbormaster's Office. FAILURE TO REPORT LOST OR STOLEN CARDS WILL RESULT IN THE RETENTION OF ALL DEPOSITS PAID, INCLUDING THE STORAGE DEPOSIT.
- 24) Unleashed pets are not be permitted in the Marina. Unleashed pets will be impounded and delivered to Alameda Animal Shelter. Owners shall be responsible for cleaning up after their pets. Bags are available at the dog walking area near Pier 1. Violation of this rule can result in the immediate termination of the tenant's contract and expulsion from the Marina.
- 25) Neither Tenant, nor Tenant's agents, employees or guests shall dispose of or dump any material of any kind within the limits of

the Harbor waters or Alameda Marina. **Use of detergents and emulsifiers on fuel spills is prohibited.** In the event the Tenant is cited by any regulatory agency or it is known to Alameda Marina that the Tenant has deliberately discharged petroleum products, contaminated bilge water, trash or sanitary wastes into the Marina waters, the space rental contract will be terminated immediately, and federal, state, and county agencies will be notified.

- 26) Tenants, Tenants' agents, employees and guests shall comply with the laws, ordinances, and rules and regulations of all government authorities now in force and effect or which may hereafter be in force or effect pertaining to the registration, license, operation, overboard discharge, repair and maintenance, and use of the vessel and shall not permit the use of the vessel space or Marina in such manner as to conflict with such laws, ordinances, rules and regulations.
- 27) Advertising bulletins or any other type signs may not be posted on Alameda Marina property or on vehicles within the Marina. A bulletin board is available in the Harbormaster's Office.
- 28) Any infractions of these rules and regulations or other problems should be reported to the Harbormasters Office.
- 29) Boats with outboard motors larger than 40 HP must be equipped with either a locking bar or locking plate, or a custom locking mechanism in addition to any locking mechanisms supplied as original equipment with the boat or motor.
- 30) Owners of boats with outboard motors larger than 40 HP shall secure and maintain, at Owner's expense, theft insurance on the Vessel in the minimum value of \$15,000 with no more than \$500.00 deductible.
- 31) Fines may be imposed on tenant accounts for repeated or ongoing violations of these rules. The amount of the fine is at the discretion of the Harbormaster and marina management.
- 32) Alameda Marina reserves the right to modify these rules and enact additional rules and regulations without notice. A current copy of the Rules and Regulations is posted in the Harbormasters Office.
- 33) Rev 09/11//2017